

REQUEST FOR PROPOSAL

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY

PRINCE FREDERICK, MARYLAND 20678



**RFP 2020-074
CORE EXHIBIT
CHESAPEAKE BEACH RAILWAY MUSEUM**

PROCUREMENT OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678
Charlotte.DeStephano@calvertcountymd.gov
410-535-1600/301-855-1243, Extension 2322

DUE DATE/TIME: Wednesday, February 5, 2020 by 2:30 p.m. (Local Prevailing Time)

SITE VISIT: Wednesday, January 29, 2020 at 10:00 a.m. (Local Prevailing Time)
Chesapeake Beach Railway Museum
4155 Mears Avenue
Chesapeake Beach, Maryland 20732

WRITTEN QUESTIONS SHALL BE DUE ON OR BEFORE WEDNESDAY, JANUARY 29, 2020 BY 2:30 P.M. (LOCAL PREVAILING TIME). ALL QUESTIONS SHALL BE SUBMITTED TO THE PROCUREMENT OFFICE AT Charlotte.DeStephano@calvertcountymd.gov.



REQUEST FOR PROPOSAL CALVERT COUNTY GOVERNMENT

Proposals shall be submitted in a **SEALED ENVELOPE** with the label provided below affixed to the front. The Board of County Commissioners of Calvert County reserves the right to reject proposals improperly labeled. The envelope shall also show the Consultant's name and address.

FROM: _____

SEALED TECHNICAL PROPOSAL

TO BE DELIVERED AND OPENED BY:

**CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678**

PROPOSAL TITLE: _____

PROPOSAL NUMBER: _____

PROPOSAL DUE DATE AND TIME: _____





REQUEST FOR PROPOSAL CALVERT COUNTY GOVERNMENT

Proposals shall be submitted in a **SEALED ENVELOPE** with the label provided below affixed to the front. Board of County Commissioners of Calvert County reserves the right to reject proposals improperly labeled. The envelope shall also show the Consultant's name and address.

FROM: _____

SEALED PRICE PROPOSAL

TO BE DELIVERED AND OPENED BY:

**CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678**

PROPOSAL TITLE: _____

PROPOSAL NUMBER: _____

PROPOSAL DUE DATE AND TIME: _____



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NOTICE TO CONSULTANTS

Sealed proposals shall be due on or before Wednesday, February 5, 2020 by 2:30 p.m. (Local Prevailing Time) for acknowledgement of receipt only for:

<p>RFP 2020-074 CORE EXHIBIT CHESAPEAKE BEACH RAILWAY MUSEUM</p>

A site visit shall be held on Wednesday, January 29, 2020 at 10:00 a.m. at Chesapeake Beach Railway Museum, 4155 Mears Avenue, Chesapeake Beach, Maryland 20732. Potential proposers are highly encouraged to attend.

Responses to this Request for Proposal (hereinafter, "RFP") shall be submitted in **two (2) SEALED ENVELOPES**: one envelope shall contain one (1) original and six (6) copies of the Consultant's technical (Qualifications and Experience [Q&E]) proposal marked TECHNICAL PROPOSAL. The second envelope shall contain one (1) original and six (6) copies of the Consultant's price proposal marked PRICE PROPOSAL. The technical proposal shall be accompanied by a brief transmittal letter, signed by an officer of the company authorized to bind the Consultant to their proposal, with required affidavit(s) attached. The yellow labels provided with this RFP shall be affixed to the front of each envelope and marked according to the above. Each label shall be fully filled out and clearly marked as to which envelope contains the technical proposal and which one contains price information. The Board of County Commissioners of Calvert County, Maryland, noted hereinafter as Calvert County Government (or the officially authorized official), reserve the right to reject proposals improperly labeled. The envelopes shall also show the Consultant's company name and address. (ANY TECHNICAL PROPOSAL WITH PRICE INFORMATION MAY BE CONSIDERED NON-RESPONSIVE.)

Sealed proposal(s) may be shipped UPS, FedEx, or hand delivered. Proposals shall be submitted so they will be received in the office designated below no later than the exact time set for receipt of proposals:

CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678

Acceptance of proposals by Calvert County Government employees other than employees of the Procurement Office shall not be deemed proper delivery. Where proposals are sent by mail to Calvert County Government's Procurement Office, the Consultant shall be responsible for their delivery before the date and time set for the closing of proposal acceptance. If the delivery is delayed beyond the due date and hour set for receipt of proposals, proposals shall not be accepted. NOTE: The United States Postal Service does not deliver to the above address.

If an emergency or unanticipated event interrupts normal Calvert County Government processes so bids cannot be received at the Calvert County Government Procurement Office by the exact time specified in the RFP and urgent Calvert County Government requirements preclude amendment of the bid opening date, the time specified for receipt of proposals shall be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal governmental processes resume.

All proposals received before the time set for receipt of proposals shall be kept secure. The proposals shall not be opened or viewed, and shall remain in a locked box or a safe. If a RFP is cancelled, proposals shall be returned to the Consultants. Necessary precautions shall be taken to ensure the security of the bid box or safe. Before technical proposal opening, information concerning the identity and number of proposals received shall only be made available to employees of Calvert County Government Procurement Office. Such disclosure shall be only on a "need to know" basis. If proposal samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before proposal opening.

Proposals made on any form(s) other than the required form(s) included in this RFP shall not be considered. Changes in the phraseology of the proposal, additional or limiting provisions shall render the proposal invalid and shall cause its rejection.

Consultants shall be responsible for obtaining all documentation, including but not limited to any addenda issued by going to eMaryland Marketplace at <https://emma.maryland.gov> prior to submitting their bid.

Changes to the RFP shall only be made in writing. Calvert County Government assumes no responsibility for verbal instructions or interpretations.

Unless otherwise specified, all proposals shall be binding for 120 calendar days following the date and hour set for receipt of proposals, unless extended by mutual consent of all parties.

Calvert County Government is tax exempt and all prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories. However, taxes are required to be paid by the Consultant on all materials and equipment to be incorporated into the project. The Consultant shall be prohibited from using Calvert County Government's tax exempt number for any purchases.

Consultants are warned against unbalancing their proposals as this shall render them liable to rejection.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of Calvert County Government may require.

If the Consultant to whom an award is made shall fail to execute the Contract hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the next most responsible Consultant, and such Consultant shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or Calvert County Government may reject all proposals as its interests may require.

Consultants shall carefully examine all documentation. In case doubt shall arise as to the meaning or intent of anything comprised in the specifications, inquiry shall be made to the Procurement Office before a proposal is submitted. Written questions and inquiries shall be accepted from all Consultants. The Procurement Office shall be the sole point of contact for this solicitation unless otherwise instructed herein. Written requests for information related to this RFP shall be directed to the Procurement Office, Charlotte DeStephano, Procurement Specialist, by E-Mail: Charlotte.DeStephano@calvertcountymd.gov or Fax 410-414-3672. Unauthorized contact with other Calvert County Government staff regarding this RFP may result in the disqualification of the Consultant. Inquiries pertaining to this RFP shall give the RFP number, title, due date, and time. ***Written questions shall be due on or before Wednesday, January 29, 2020 by 2:30 p.m. (Local Prevailing Time).*** It shall be the responsibility of all Consultants to ensure they have received any

addenda and other documents issued. Any addenda issued shall become a part of the Contract Documents and shall be fully considered by all Consultants during formation of proposals. The submission of a proposal shall indicate the Consultant thoroughly understands the terms of all Contract Documents.

The submission of a proposal on this work and service shall be considered as a representation that the Consultant has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, the entire area to be serviced as described in the specifications and other Contract Documents, and that the Consultant is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished; also, that the Consultant is familiar with all Federal, State and County laws, all codes and ordinances of Calvert County Government which affect the prosecution of the work and persons engaged or employed in the work or the materials and equipment used in the work.

Each bid shall be accompanied by a Bid Bond for five percent (5%) of the bid price. A certified check for five percent (5%) of the bid price, payable to the Calvert County Treasurer shall be accepted in lieu of a Bid Bond. Bids submitted without a Bid Bond or certified check shall not be considered. The Bid Bond or check of the Consultant to whom the Contract is awarded shall be forfeited to Calvert County Government as liquidated damages in case the Contract and surety are not executed within ten (10) business days after receiving the Contract for execution.

Calvert County Government shall hold as many of the Bid Bonds or checks submitted with the proposal as it may deem fit until the execution and delivery of the Contract and surety, whereupon they shall be returned.

Consultant shall execute the following, including required form(s), and include them as part of their proposal. Failure to do so may be cause for rejection of the proposal as nonresponsive.

- a. Price Proposal
- b. Technical (Q&E) Proposal Submittal which includes these required forms or documents:
 - Consultant's Technical Proposal.
 - Technical proposal shall also include:
 - List of all materials with product data and cut sheets.
 - Construction Schedule/Plan
 - Non-Collusion Certificate
 - Anti-Bribery Affirmation Affidavit of Qualification to Respond
 - Addenda Issued
 - Questions and Answers/Clarification Issued

Acknowledgement of receipt only for this Request for Proposal shall be posted on Calvert County Government's website.

**RFP 2020-074
CORE EXHIBIT
CHESAPEAKE BEACH RAILWAY MUSEUM**

PRICE PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY: The undersigned agrees to furnish all labor, material, supervision, and equipment necessary to provide a CORE EXHIBIT AT THE CHESAPEAKE BEACH RAILWAY MUSEUM, as specified in this RFP, to the Board of County Commissioners of Calvert County in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following bid price:

TOTAL LUMP SUM BID	\$
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DEDUCTIVE ALTERNATE	
DESCRIPTION	TOTAL DEDUCT
Production of Interactives and Digital Components per Design	— \$

The Consultant shall provide a detailed breakdown of the total lump sum bid to include unit prices and totals for labor and materials.

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of proposal, the necessary Contract shall be executed within ten (10) business days after such notice.

The time for performance of this Contract shall begin from the date of the Notice to Proceed or otherwise noted.

By signing and submitting a bid, the Consultant acknowledges and agrees they have read and understand the Request for Proposal documents and agree to the Contract Terms and Conditions as contained herein.

CONSULTANT'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS

The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) for Maryland shall be used on all forms submitted.

A trade name (i.e., a shortened or different name under which the company does business) shall not be used when the legal name is different. Corporations shall have names that comply with State law. The Consultant's signature shall conform to the following:

All signatures shall be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or Consultant.

CONSULTANT'S LEGAL BUSINESS NAME	TELEPHONE NUMBER
PRINCIPAL OFFICE ADDRESS	FAX NUMBER
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)	
SIGNATURE OF ABOVE PERSON	DATE
WITNESS	DATE

GENERAL CONDITIONS OF BID AND CONTRACT

DEFINITIONS

Wherever the words defined in this Section or pronouns used in their stead, occur in the specifications, proposal, contract, or bond, they shall have the meanings herein given and as defined under the Special Provisions:

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND shall mean the governing board of elected officials of Calvert County, Maryland noted hereinafter as Calvert County Government (or the officially authorized official).

CALVERT COUNTY or COUNTY shall mean Calvert County Government, Calvert County, Maryland.

CONTRACT DOCUMENTS shall mean those written documents that define the roles, and responsibilities, and work under the Contract, and are legally binding on the parties (Calvert County Government and the Consultant). The individual documents constituting the Contract Documents are as outlined herein under Contract Interpretation by the Project Manager.

CONTRACTING OFFICER shall mean the Procurement Officer or their designated representative entrusted by Calvert County Government with the authority to enter into, administer, renew, or terminate the Contract, along with related determinations and findings.

DIRECTOR shall mean the County Administrator and shall mean the principal or his duly authorized representatives; said agents acting severally within the scope of the particular duties entrusted to them.

PROJECT MANAGER shall mean that person whom the Director has designated to supervise performance of this Contract on behalf of Calvert County Government within the scope of duties entrusted under such delegation of authority.

BIDDER/OFFEROR/CONSULTANT shall mean the individual, firm, or corporation acting for or on behalf of the Consultant in the execution of all or any part of the Contract.

Whenever the Contract Documents or upon any Drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Project Manager is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Manager, unless otherwise expressly stated.

CONTRACT INTERPRETATION BY THE PROJECT MANAGER

Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Consultant to the Project Manager with a Request for Information. The Project Manager shall respond to the Consultant in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Manager shall notify the Consultant in writing as to when a decision will be provided.

Work done by the Consultant after its discovery of such inconsistencies or ambiguities without such notice and prior to response from the Project Manager shall be done at the Consultant's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (Change Orders, highest precedence and Notice to Contractors, lowest precedence):

- Change Orders
- Addenda
- Federal, State, and/or County Requirements
- General Conditions of Bid and Contract
- Specifications
- Price Proposal

BID FORMS AND AFFIDAVITS

All bids shall be submitted on the forms provided, shall be signed by a principal duly authorized to make contracts, and submitted in a sealed envelope.

The attached Anti-Bribery Affirmation and Affidavit of Qualification to Bid form shall be submitted with bids. Failure to comply may be cause for rejection of bids.

ALTERNATE BIDS

Alternate bids shall only be considered when they are submitted separately and clearly marked and labeled ALTERNATE BID. The alternate bid shall only be considered if the Consultant's primary bid is the highest evaluated proposal.

BRAND NAME OR EQUAL ITEMS

Unless otherwise provided in the RFP, the name of a certain brand, make or manufacturer does not restrict Consultants to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired, and any article which Calvert County Government in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

FORMAL SOLICITATION

When a formal specification (no substitutes) is included or referred to in the solicitation, no deviation therefrom shall be permitted, and the Consultant shall be required to furnish articles in conformity with that specification.

NEW GOODS, FRESH STOCK

All Consultants, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design, or pack.

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Consultant in writing and submitted. Calvert County Government reserves the right to accept or reject any deviation.

PROHIBITION AGAINST UNIFORM PRICING

Calvert County Government shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a bid, each Consultant shall, by virtue of submitting a bid, guarantee that the Consultant has not been a party with other consultants to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such Consultants. Any disclosure to or acquisition by a competitive consultant, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising the bids.

AWARD OR REJECTION OF BIDS

Calvert County Government shall award the Contract to the highest evaluated bidder, subject to its right to reject any or all bids Calvert County Government reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of Calvert County Government. Calvert County Government reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of Calvert County Government to do so. Calvert County Government also reserves the right to reject the bid of a Consultant who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Consultant who investigation shows is not in position to perform the Contract.

In determining the "highest evaluated responsible bidder", in addition to considering price, Calvert County Government shall consider:

1. The ability, capacity, and skill of the bidder to perform the Contract or provide the services required;
2. Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
6. Whether the bidder is in arrears to Calvert County Government on any debt or Contract, is in default on any surety to Calvert County Government, or is delinquent as to any taxes or assessments; and
7. Any other information that may have a bearing on the decision to award the Contract.

WARRANTY AND SUPPORT

The Consultant shall warrant the products and services furnished during the course of this Contract to be of the highest quality, complying with the specifications, and free from all defects in materials and workmanship. The Consultant shall warranty all products for a period of not less than one (1) year after acceptance by Calvert County Government. If the manufacturer's warranty is for more than a one (1) year period, the Consultant shall adhere to the manufacturer's warranty. The Consultant

agrees to promptly repair, replace, or correct, at the Consultant's expense, any materials or workmanship problems arising during the warranty period at no cost to Calvert County Government. The construction, interpretation, and performance of all applicable standard manufacturer's warranty shall be governed by the laws of the State of Maryland. All warranties and guarantees required shall be furnished by the Consultant and shall be delivered to Calvert County Government before final payment on any portion of the Contract is made.

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Consultant an agent of Calvert County Government. The Consultant shall indemnify, keep, and save harmless Calvert County Government, its agents, officials, and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may or otherwise accrue against Calvert County Government in consequence of the granting of a Contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Consultant or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any, and the Consultant shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against Calvert County Government in any such action, the Consultant shall at his own expense, satisfy and discharge the same. Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Calvert County Government as herein provided.

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Consultant agrees as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), except where religion, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an equal opportunity employer. In addition to complying with the provision of Equal Opportunity, the Consultant shall, in good faith, cooperate with Calvert County Government in investigation of Equal Employment Opportunity (EEO) complaints, whether formal or informal.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Consultant shall include the provisions above in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

INSURANCE

The Consultant shall not commence work under this Contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland. Insurance companies providing insurance shall be acceptable to Calvert County Government. Self-insured Consultants shall submit an affidavit attesting to their self-insured coverage.

1. Certificate Holder, Additional Insured, and Contract Information

- a. The Board of County Commissioners of Calvert County, Maryland shall be named as certificate holder and as an additional insured for the duration of the Contract as follows:

Board of County Commissioners of Calvert County, Maryland
Attention: Procurement Office
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678

- b. The certificate shall also indicate the contract name and number: Contract 2020-074 – Core Exhibit, Chesapeake Beach Railway Museum.
- c. Additional insured shall be as pertains to general liability and automobile liability.
- d. The "ADDL INSD" box shall be checked for general liability and automobile liability.

2. Commercial General Liability Insurance

During the life of this Contract, the Consultant shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000.00 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000.00 aggregate.

3. Professional Liability

During the life of this Contract, the Consultant shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000.00) dollars, with a minimum coverage of one million (\$1,000,000.00) dollars per occurrence and one million (\$1,000,000.00) dollars aggregate.

4. Automobile Liability Insurance

During the life of this Contract, the Consultant shall procure and maintain Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include those vehicles to be used during the course of the Contract which are owned, hired, or non-owned operated by/or on behalf of the Consultant. Only the "ANY AUTO" box shall be checked.

5. Workers Compensation

During the life of this Contract, the Consultant shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Consultant is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Consultant shall show some alternative injury insurance coverage, either through health insurance or employer's liability coverage.

6. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to Calvert County Government. Insurance companies providing insurance shall be acceptable to Calvert County Government. The Consultant agrees to provide Calvert County Government a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Consultant agrees to notify Calvert County Government within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the Consultant's responsibility to make immediate notification to Calvert County Government if any changes are made to the policy.

WORK TO BE DONE AND MATERIALS TO BE FURNISHED

The Consultant shall perform all the work and furnish all the labor, material, tools, and appliances necessary or proper for performing the work required during the term of this Contract, in the manner called for by any drawings. The Consultant shall complete the required work, together with such extra work as may be required to the satisfaction of Calvert County Government and the Project Manager or duly authorized representative(s) and in accordance with any drawings. All installations and materials shall comply with building codes in effect at the time work is performed.

MAINTENANCE OF TRAFFIC (SECTION DELETED)

RESTORATION OF DISTURBED SURFACES (SECTION DELETED)

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Consultants of America, to the extent that such provisions are not inconsistent with applicable law or regulation.

WORKMANSHIP

All materials furnished and all work done shall be of the quality and character required by any drawings during the course of the Contract. Where no standard is specified for such work or materials, they shall be of a kind acceptable to the Project Manager or duly authorized representative.

Any unsatisfactory materials furnished or work performed, at whatever time discovered, shall be immediately removed and satisfactorily replaced by the Consultant when notified to do so by the Project Manager or duly authorized representative. If the Consultant neglects or refuses to remove such unsatisfactory work or material within forty-eight (48) hours after the receipt of the above-mentioned notice, or if the Consultant shall not make satisfactory progress in doing so, Calvert County Government may cause said work or material to be removed and satisfactorily replaced, by contract or otherwise, and the expense thereof shall be charged to the Consultant. Such expense shall be deducted from any monies due or to become due to the Consultant under the contract. UPON COMPLETION OF THE PROJECT, THE ENTIRE WORK SHALL BE DELIVERED TO CALVERT COUNTY GOVERNMENT PERFECT AND COMPLETE AND IN A SATISFACTORY WORKING CONDITION.

EMPLOYMENT OF SKILLFUL PERSONNEL

The Consultant shall employ only competent, skillful personnel to perform or supervise the work, and whenever the Project Manager or duly authorized representative shall, in writing, notify the Consultant that any personnel employed on the work is, in Calvert County Government's opinion incompetent, disobedient, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, such employee shall be removed and shall not again be employed on the work, except with the consent of the Project Manager or duly authorized representative.

CARE AND PROTECTION OF WORK

From the commencement of the Project until its completion, the Consultant shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause shall be made good by the Consultant, at the Consultant's own expense, before the final payment is made. The Consultant shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as for completed work.

INJURY TO PROPERTY

In case any direct or indirect damage is done to public or private property, by or because of the work, or in consequence of any act or omission on the part of the Consultant, the Consultant's employees or agents, the Consultant shall, at the Consultant's own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise, as may be required by the Project Manager or duly authorized representative or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Consultant to promptly so restore such property, or make good such damage, the Project Manager or duly authorized representative may, upon forty-eight (48) hours' written notice, proceed to repair, rebuild, or otherwise restore such property, as may be necessary, and the cost thereof shall be deducted from any monies due or to become due the Consultant under the Contract; or Calvert County Government may deduct, from any monies due the Consultant, a sum sufficient, in the judgment of the Project Manager or duly authorized representative, to reimburse the owners of the property so damaged.

SURVEYS, PERMITS, AND REGULATIONS (SECTION DELETED)

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, firm, or corporation, without the previous written consent of Calvert County Government.

If the Consultant desires to assign their right to payment of the Contract, Consultant shall immediately notify Calvert County Government, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Consultant from their obligations, or change the terms of the Contract.

STATUS OF CONSULTANT AND SUBCONTRACTORS

The Consultant shall be required to establish to the satisfaction of Calvert County Government the reliability and responsibility of each subcontractor to furnish and perform work under this Contract.

Subcontractors and other persons and organizations proposed by the Consultant and accepted by Calvert County Government shall be used on the work for which they were proposed and accepted and shall not be changed except with the prior written approval of Calvert County Government.

If any part of the Work to be done under this Contract is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract. The subcontracting of any work to be done shall in no way relieve the Consultant of any part of its responsibility under the Contract. Certified copies of subcontract agreements shall be provided by the Consultant to Calvert County Government upon request.

Any person undertaking a part of the work under the terms of the Contract, by virtue of an agreement with the Consultant, who, prior to such undertaking must receive the approval of Calvert County Government. Calvert County Government may terminate the Contract if subcontracting is done without prior approval.

1. It is stipulated and agreed that the Consultant shall be an independent contractor in the performance of this Contract and shall have complete charge of persons engaged in performance of the Work. The Consultant shall perform work in accordance with its own methods, subject to compliance with the requirements of the Contract.
2. Subcontractors shall not be recognized as having a direct relationship with Calvert County Government. The persons engaged in the Work, including employees of subcontractors and suppliers, shall be considered employees of the Consultant and their work shall be subject to the provisions of the Contract. References in these Contract Documents to actions required of subcontractors, manufacturers, suppliers, or any person other than the Consultant or Calvert County Government shall be interpreted as requiring that the Consultant shall require such subcontractor, manufacturer, supplier, or person to perform the specified action.

The Consultant shall not employ any subcontractors not properly licensed in accordance with State or County law. Prior to commencement of any work by a subcontractor, the Consultant shall submit verification to Calvert County Government that the subcontractor is properly licensed for the work it shall perform.

Consultant shall be fully responsible to Calvert County Government for the performance, acts, and omissions of its subcontractors, and of persons directly or indirectly employed by them. Each subcontract shall expressly incorporate by reference the terms of this Contract, including the following provisions:

- a. Each subcontractor shall carry insurance as required by this Contract, and provide evidence of such insurance.
- b. Each subcontractor shall be obligated to defend, indemnify, and hold Calvert County Government harmless from all claims arising from the subcontractor's portion of the Work in the same manner as Consultant.
- c. Each subcontractor shall grant Calvert County Government a license to use its drawings and design materials.
- d. Each subcontractor shall acknowledge Calvert County Government's right to suspend or terminate the Contract, and waive any right to anticipate profits in the event of such termination.

The removal and/or substitution of any subcontractor shall be made in writing by the Consultant and approved by Calvert County Government.

COOPERATION AMONG SUBCONTRACTORS

Each subcontractor shall coordinate the work with adjacent work and cooperate with other trades so to facilitate general progress of work. Each trade shall afford other trades every reasonable opportunity for installation of work and for storage of materials. Each subcontractor shall thoroughly examine all existing and connecting work before starting work under its own trade section and shall report to the Consultant, any conditions which would impair the excellence of any work to be performed under this Contract. In absence of any such report each subcontractor, upon the beginning of their work, shall be considered as having accepted all preceding work, and as having waived all claims to the contrary.

TERMINATION OF CONTRACT

Calvert County Government may terminate a contract, in whole or in part, whenever Calvert County Government determines that such termination is in the best interest of Calvert County Government, without showing cause, upon giving written notice to the Consultant. Calvert County Government shall pay all reasonable costs incurred by the Consultant up to the date of termination. However, in no event shall the Consultant be paid an amount exceeding the price proposed for the work performed. The Consultant shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the Consultant has not performed or has unsatisfactorily performed the Contract, Calvert County Government may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of Calvert County Government. Failure on the part of a Consultant to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The Consultant shall be paid for work satisfactorily performed prior to termination, less any excess costs incurred by Calvert County Government in completing the Consultant's obligations under the Contract.

AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by Calvert County Government. In the event Calvert County Government does not appropriate funds for the continuation of this Contract, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

Calvert County Government reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If Calvert County Government shall terminate a contract, Calvert County Government shall attempt to give written notice at least thirty (30) calendar days in advance of the effective date. The Consultant shall be paid for all labor and material provided as of termination date. No consideration shall be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

SERVICE DELIVERY FAILURES

Failures of a Consultant to provide the services required under this Contract within the time specified, or within reasonable time as interpreted by Calvert County Government shall constitute authority for Calvert County Government to procure the services required under this Contract in the open market. On all such purchases, the Consultant shall reimburse Calvert County Government, within a reasonable time as specified by Calvert County Government, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities.

DELIVERY AND POINT OF DESTINATION

All materials or supplies shipped to Calvert County Government shall be shipped F.O.B. DESTINATION unless otherwise stated in the Contract. The Consultant or their representative shall be at the job site to receive deliveries when they arrive.

NON-LIABILITY

The Consultant shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in Calvert County Government's opinion, is unforeseeable and beyond the control of the Consultant. Under such circumstances, however, the Procurement Office may at their discretion, cancel the Contract.

BREACH OF CONTRACT

- A. In the event the Consultant shall fail to comply with any of the terms or conditions of the Contract Documents the Project Manager shall notify the Consultant of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Consultant to remedy the same within said period, the Project Manager shall authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Consultant to be deducted from any monies due the defaulting Consultant or their surety.
- B. In addition to those instances specifically referred to in other sections herein contained, Calvert County Government shall have the right at its option to terminate the Contract under any one or more of the following:
 - 1) If the Consultant becomes insolvent.
 - 2) If the Consultant makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from Calvert County Government.

- 3) In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Consultant.
- 4) In the event the Consultant fails to commence work in accordance with the specifications of this RFP.
- 5) In the event the Consultant shall abandon the work or any portion of the work to be performed under this contract before completion.
- 6) If the Consultant shall fail to fully, properly, and in a good and workman-like manner perform any or all of the conditions, covenants, terms or conditions contained within the Contract Documents.
- 7) If the Consultant shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents.
- 8) If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Consultant's property, financial affairs, or business.
- 9) If Calvert County Government shall be of the opinion that the Consultant is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications.

OWNERSHIP OF DOCUMENTS

Any reports, specifications, or other documents prepared by the Consultant in the performance of its obligations under the resulting contract shall be the exclusive property of Calvert County Government, and all such materials shall be surrendered to Calvert County Government upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all Consultant's obligations under the resulting Contract without the prior written consent of Calvert County Government. Documents and materials developed by the Consultant under the resulting contract shall be the property of Calvert County Government; however, the Consultant may retain file copies, which cannot be used without prior written consent of Calvert County Government. Calvert County Government agrees that the Consultant shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the project specified, when the Consultant is not the company of record.

PAYMENT(S)

Payment(s) shall be made after satisfactory performance of work required during the course of the Contract, in accordance with all of the provisions thereof, and upon receipt of properly completed invoices. Calvert County Government reserves the right to withhold any or all payments or portions thereof for Consultant's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after bid opening, the contents of a bid and any document submitted with the bid shall be open to public inspection.

However, Calvert County Government shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to Title 4 of the General Provisions Article of the Maryland Annotated Code. IT SHALL BE THE RESPONSIBILITY OF THE BIDDER, OFFEROR, OR CONSULTANT TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND SHALL IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, Calvert County Government disclaims responsibility for disclosure of any such material in the public record.

If a Contract is awarded to a bidder, offeror, or contractor as a result of the submission of restricted information, Calvert County Government shall have the right to duplicate, use or disclose the data to the extent consistent with Calvert County Government's need in the procurement process.

A bidder, offeror or contractor agrees to indemnify, protect and save harmless Calvert County Government, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

INCURRING COSTS

Calvert County Government shall not be liable for any costs incurred by the Consultant prior to the issuance of the contract.

COMPLETENESS

All information required by this RFP shall be supplied to constitute a proper bid. Calvert County Government shall not be responsible for the premature opening of bids if not properly addressed or identified.

NOTICE OF POLITICAL CONTRIBUTIONS

The Consultant agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Consultant may be subject.

COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
2. All purchase and payment transactions shall be made directly between the Consultant and the requesting entity. Calvert County Government assumes no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations shall be corrected when the proposals are canvassed

GENDER NEUTRAL CLAUSE

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

SOVEREIGN IMMUNITY

By entering into this Contract, Calvert County Government and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of Calvert County Government and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

SUFFICIENT APPROPRIATIONS

Calvert County Government's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by Calvert County Government for the performance of this Contract. Calvert County Government's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract, and shall be final.

SEVERABILITY

In the event any portion of this Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of Calvert County Government to sever only the invalid portion or provision, and that the remainder of the Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Contract, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of Calvert County Government in entering into this Contract.

ENTIRE AGREEMENT

The parties hereto agree that the above writing constitutes the entire Contract between them concerning this matter and that there are no understanding, promises, or arrangements binding either part hereto that have not been written herein. The parties further agree that this Contract can be amended only by written agreement signed by the parties hereto.

CHOICE OF LAW

This Contract shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Calvert County, Maryland.

**RFP 2020-074
CORE EXHIBIT
CHESAPEAKE BEACH RAILWAY MUSEUM**

SPECIFICATIONS

1. INTRODUCTION

Calvert County Government is requesting technical (qualifications and experience) and price proposals from qualified Consultants to furnish all labor, materials, equipment, and supervision necessary for a core exhibit at the following location:

Chesapeake Beach Railway Museum
4155 Mears Avenue
Chesapeake Beach, Maryland 20732

All services shall be performed in accordance with generally accepted standards of exhibit fabrication/production practices and in accordance with all applicable Federal, State, and local codes and regulations.

2. BACKGROUND

The Consultant shall provide fabrication, production and installation of the Chesapeake Beach Railway Museum's (hereinafter, "CBRM") core exhibit. The CBRM is part of Calvert County Government under the auspices of the Calvert Marine Museum. The Friends of CBRM have received a grant from the Maryland Heritage Area Authority, Maryland Historic Trust (hereinafter, "MHT") to create a new permanent exhibit.

CBRM is located on the grounds of the Rod 'N' Reel Resort in Chesapeake Beach, Maryland and is housed in the original 1898 train depot. The depot is on the National Register of Historic Places and under a Maryland Historic Trust easement. See Attachment A for building layout and dimensions.

The mission of CBRM is to connect Chesapeake Beach with its history by collecting, preserving, and sharing with our community the story of the railway, the resort, and the vision that launched the town. CBRM opened in the early 1980s, and the main exhibit has not been substantially updated since that time. In 2018, CBRM completed an interpretive master plan outlining opportunities and challenges, target audience, visitor take-aways, and suggested exhibit themes. The bulk of the collection is comprised of paper artifacts including postcards, photographs, printed ephemera, correspondence, and business archives from the railway. The images are very compelling and provide a rich story of the popularity of this resort from 1900 to 1935, when the train line closed.

The depot space is relatively limited and currently very cluttered, not only with artifacts, but also with a large desk used by interpreters and a small "gift shop" area. Off the main room are two smaller rooms. One was originally the ticket office. The other houses a large, recently completed model train display. Staff offices are on the second floor. Except for the model train, the entire space will be emptied for refinishing floors, repainting, and repairing woodwork. The bulk of the collection will be moved to an offsite location as another aspect of this Project.

Mark Wilkins, Curator of Maritime History at Calvert County Government's Calvert Marine Museum (CMM), and Kris DeGrace, Registrar for CBRM, are developing a content/design script that will serve as the basis for the exhibit. Wilkins will provide principle design concepts to be provided to the Consultant to create the exhibit. The Consultant shall work collaboratively with CBRM staff to develop the final design, fabricate, and install the finished exhibit.

The basic design concept shall be an exhibit comprised of selected vignettes of key 'characters' in the story. This Interpretative Master Plan shall be provided to the Consultant upon notice to proceed. These characters will 'inhabit' the depot while simultaneously preserving and celebrating the architecture and feel of the historic structure. Each vignette will be a combination of artifacts, figures, and anecdotal information (either written or recorded oral histories). CBRM staff shall select appropriate artifacts, photographs, maps, etc. from the collection forming the nucleus of this exhibit. The design and content shall be subject to preliminary approval by the Friends Board of Directors and final approval by the MHT prior to implementation.

The CBRM shall be closed during this work and all staff vacated to allow the Consultant full access to the premises. The goal is to complete the exhibit by October 2020.

3. SCOPE OF SERVICE

A. The Consultant shall be responsible for:

- 1) Collaborating with CBRM and CMM staff as necessary to incorporate content/design into the new exhibit.
- 2) Developing a design template for the graphics incorporating the principle thematic components.
- 3) Meeting with the Friends of the CBRM Board to present the design and make any required changes (CBRM and CMM staff shall present to MHT for approval).
- 4) Fabricating all exhibit furniture, cabinetry, mounts, etc. built to drawings provided by Calvert County Government.
- 5) Producing all printing, mounting, framing, and fixtures required for the exhibit.
- 6) Producing interactives and digital components per design.
 - a. A deduct alternate shall be required as shown on the price proposal page in the event Calvert County Government determines it is in its best interest to conduct this service in-house.
- 7) Installing the exhibit under direction of CBRM and CMM staff and ensuring all aspects are in satisfactory working condition.

B. Job Site Conditions

- (1) Calvert County Government shall have the site ready for the Consultant to install exhibit materials.

- (2) The Consultant shall provide all necessary protection and barriers to segregate the work area and to prevent damage to adjacent areas.
- (3) Prior to and during work, all dirt, debris, and dust shall be removed from surfaces either by vacuuming, sweeping, blowing with compressed air, and/or similar methods.
- (4) The Consultant shall follow all safety regulations as required by OSHA and any other applicable authority having jurisdiction.
- (5) All waste material shall immediately be taken offsite to a legal dumping area authorized to receive such materials. Hazardous materials, shall be removed and disposed of in strict accordance with applicable City, State and Federal requirements.
- (6) No flammable materials shall be stored or used in the vicinity of open flames, sparks, and excessive heat.
- (7) The Consultant shall immediately stop work if any unusual or concealed condition is discovered and shall immediately notify the Project Manager of such condition in writing for correction at Calvert County Government's expense.
- (8) Site cleanup, including both interior and exterior building areas affected by construction, shall be completed to the Project Manager's satisfaction.
- (9) The Consultant shall be responsible for all dumping fees.
- (10) The Consultant shall recycle materials and shall provide recycling reports of all recycled material.
- (11) Coordination of all materials, products, and installation shall be the responsibility of the Consultant.
- (12) No permits shall be required for this Project.

C. Materials for Graphics and Exhibit Furniture

Materials acceptable for graphics and exhibit furniture for graphics shall be:

- (1) Direct Print to Sintra;
- (2) Direct Print to Vinyl On Sintra or Approved Substrate.
- (3) High Pressure Laminate.
- (4) Cut Vinyl Lettering on Approved Substrate.

D. Fabrication Materials

Acceptable fabrication materials include:

- (1) Medium Density Fibreboard (MDF).
- (2) Medium Density Overlay (MDO).
- (3) Birch plywood; or
- (4) Other approved materials.

E. Work shall be performed Monday through Friday, 8:30 a.m. through 4:30 p.m.

4. CODE REQUIREMENTS

All material and products installed shall meet all applicable codes.

5. MATERIALS AND PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. All materials and products delivered for installation at the job site shall be approved.
- B. The Consultant shall handle all materials and products in a manner to prevent damage.
- C. All materials and products determined by the Project Manager to be damaged shall be removed from the job site and replaced at no cost to Calvert County Government.
- D. The Consultant shall be responsible for the security of all materials and products.

6. PROPOSAL SUBMITTALS – RESPONSE TO RFP

Technical and price proposals shall be prepared simply and economically providing a straightforward, concise description of the Consultant's ability to satisfy the requirements of this RFP. Promotional brochures containing general company information are not requested and shall not be included. Calvert County Government is seeking substance over quantity.

A. TECHNICAL PROPOSAL

1) Purpose

The purpose of the Technical Proposal shall be to demonstrate the qualifications, competence, and capacity of the Consultant seeking to undertake the services for Calvert County Government in conformity with the requirements of this RFP. As such, the substance of proposals shall carry more weight than their form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the Consultant and staff to be assigned to this Contract. No assumptions shall be made on the part of the Consultant as to the prior knowledge of a Consultant's abilities.

It shall also specify an approach meeting the RFP requirements.

In accordance with page 1, no price information shall be included with the Technical Proposal submittal.

The Technical Proposal shall address all the points outlined in the RFP, excluding any cost information, which shall only be included with the Price Proposal submittal. The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects shall be included. They represent the criteria against which the proposal shall be evaluated.

2) Each proposal shall contain the following information:

a. Transmittal Letter/Abstract

A brief transmittal letter/abstract, signed by an officer authorized to bind the Consultant to their proposal, which shall provide a summary overview of the Consultant's proposal. This shall not exceed one (1) page.

b. Name and Signature Requirements of Bids and Contract Form

All items should be completed for the proposal to be considered.

c. Executive Summary

- (1) Description of organization's background and experience in providing the required services.
- (2) List of local office(s) and resources.
- (3) Overview of proposed services.

d. Personnel Expertise and Experience

Description of organization's personnel expertise, experience, and available manpower to meet the requirements for providing the services requested.

- (1) Specify the number of full-time employees in your company.
- (2) Identify the personnel who shall handle services for Calvert County Government in accordance with the requirements herein. Shall include names, job titles, and brief description of the work experience of personnel who will perform the work.
- (3) Submit resumes for all personnel who will be or may be assigned to the Contract.
- (4) Provide biographies or resumes of key firm management and personnel who shall be directly involved with Calvert County Government staff.
- (5) If the Consultant wants to use other personnel under this Contract and after the Contract is executed, the Consultant shall submit their resumes. **Only pre-qualified personnel will be eligible to work on this Contract.**

e. Subcontractors

If applicable, provide subcontractor's resumes and expertise as if they were the Consultant's own personnel.

f. Projects

List of projects similar in nature to those outlined in this RFP for which the Consultant has performed for other governmental agencies.

g. References

- (1) Provide at least five (5) references for at least five (5) similar projects where the Consultant's team has completed similar projects in the last five (5) years. The listing shall include for whom the project was completed and a reference the evaluation committee may contact including current phone number.
- (2) Provide two (2) references from non-clients. It is important that a firm maintain good relations with all its non-clients such as vendors and or other professional organizations.

h. Submittals

- (1) List of all materials with product data and cut sheets.
- (2) Construction schedule/plan.

3) Each proposal shall contain the following items:

a. Independence

The Consultant shall provide an affirmative statement that it is independent of Calvert County Government as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.

The Consultant shall also provide an affirmative statement that it is independent of all of the component units of Calvert County Government and Departments as defined by those same standards.

The Consultant shall also list and describe their professional relationships involving Calvert County Government, the Departments, or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Contract.

In addition, the Consultant shall give Calvert County Government written notice of any professional relationships entered into during the period of this Contract.

- b. If the Consultant is a joint venture or consortium, the qualifications of each company comprising the joint venture or consortium shall be separately identified and the company that is to serve as the principal Consultant shall be noted.
- c. Fully executed Anti-Bribery Affirmation and Affidavit of Qualification to Bid and Non-Collusion Certificate forms included in this RFP, any addenda or questions and answers for clarification issued along with the Addenda Certification form, executed by the Consultant, or in case the Consultant is a corporation, by a duly authorized representative of the corporation, on the forms provided.
- d. Additional Information. This section, which is optional, shall include any additional information the Consultant deems relevant to this procurement as well as any information that meets the satisfaction if the RFP objectives.
- e. If a corporation, certification that the Consultant is in good standing with the State Department of Assessments and Taxation (SDAT) for Maryland and that corporate charter has not been revoked or forfeited.
- f. Identification of Anticipated Potential Problems
The proposal shall identify and describe any potential problems, the Consultant's approach to resolving problems, and any special assistance which may be requested from Calvert County Government.

Consultant shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by Calvert County Government under Md. Ann. Code, General Provisions Article, Title 4.

B. PRICE PROPOSAL

- 1) The Consultant shall fill out the Price Proposal form contained herein and provide a detailed breakdown.
- 2) No additional allowances shall be provided for expenses incurred by the Consultant in performing the duties under this Contract. All pricing shall include all costs including but may not be limited to labor, overhead, materials, equipment, mileage, vehicle fuel, and supervision. No other expenses are eligible for payment.
- 3) Cost for preparation of proposals shall be borne by those submitting proposals.

C. PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the date and time set forth herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer for a period of 120 calendar days to provide Calvert County Government the services as set forth herein.

D. PROPOSAL CONDITIONS

- 1) Price proposals including detailed breakdown accompanying technical submittals shall be determined to be unacceptable to Calvert County Government and shall be returned to the Consultant.
- 2) Proposals received prior to the deadline shall be treated as confidential. Proposals received after the deadline shall be considered nonresponsive and shall be returned unopened.
- 3) Proposals may not be altered or amended by the Consultant after they are opened.

7. EVALUATION PROCEDURES

A. EVALUATION COMMITTEE

Proposals submitted shall be evaluated by an Evaluation Committee consisting of members of the CBRM and CMM. No member of the evaluation committee shall be from an agency or organization submitting a proposal. Membership on this committee is subject to change.

During the evaluation process, the Evaluation Committee and Calvert County Government reserve the right, where it may serve Calvert County Government's best interest, to request additional information or clarifications from the Consultant. At the discretion of Calvert County Government or the Evaluation Committee, Consultants submitting proposals may be requested to make oral presentations as part of the evaluation process.

B. EVALUATION CRITERIA

Proposals shall be evaluated using the minimum criteria set forth in this RFP. Consultants meeting the mandatory criteria shall have their proposals evaluated for both technical qualifications, price, and interviews, if conducted. The following represent the principal selection criteria which shall be considered during the evaluation process.

1) Mandatory Elements

- a. The Consultant is independent and licensed to practice in Maryland.
- b. The Consultant is in good standing with SDAT or has the ability to establish itself as such prior to any potential award.
- c. The Consultant has no conflict of interest with regard to any other work performed by the Consultant for Calvert County Government.
- d. The Consultant adhered to the instructions in this RFP on preparing and submitting their proposal.
- e. The Consultant submitted all required forms as contained in this RFP.

- f. The Consultant has a record of high quality work.

2) Technical Qualifications

a. Expertise and Experience:

- (1) The Consultant's past experience and performance on comparable contracts.
- (2) The quality of the Consultant's professional personnel to be assigned to the Contract and the quality of the Consultant's management support personnel to be available meeting the requirements herein.
- (3) The Consultant's experience with similar governments and federal or state contracts.

b. References

Quality of past work and evaluation of previous clients as confirmed through reference checks. Calvert County Government reserves the right to contact any of the references listed as a contact within the past five (5) years or to request additional references as it may deem necessary.

c. Approach

- (1) Adequacy of proposed personnel and staffing plan.
- (2) Adequacy of project organization.
- (3) Adequacy of project approach, construction schedule/plan, and management.
- (4) Materials and products proposed.

d. Quality and responsiveness of the proposal.

3) Price

- (a) The prices quoted on the Price Proposal form is an integral part of the RFP and shall be considered during the selection process.

4. Interviews (if conducted)

C. INTERVIEWS

During the evaluation process, the Evaluation Committee may, at its discretion, request and conduct interviews if deemed necessary. Such presentations shall provide those companies with an opportunity to answer any questions the Evaluation Committee may have on the Consultant's proposal. This request does not commit Calvert County Government to award a Contract.

During the interview, the Consultant shall only present the services submitted with their proposal.

Consultants shall be given one (1) hour for presentation time which will be monitored by a member of the Evaluation Committee. Presentations shall be stopped at the end of the allowed time even if the Consultant has not completed their presentation.

D. RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Contract between Calvert County Government and the Consultant. Calvert County Government reserves the right to reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of Calvert County Government. Calvert County Government reserves the right not to hold discussion after award of the Contract.

If a Consultant has not paid all taxes owed to either Calvert County Government or a municipal corporation in Calvert County, Maryland or the State of Maryland, or is not in compliance with filing requirements of the IRS for non-profits, Calvert County Government may reject the Consultant's proposal.

Calvert County Government reserves the right without prejudice to reject any or all proposals.

E. FINAL SELECTION

Calvert County Government shall award the Contract to the Consultant best satisfying the needs of Calvert County Government, unless all proposals are rejected.

8. ACCEPTANCE OF PROPOSALS

Calvert County Government intends to award a Contract to the Consultant best satisfying the needs of Calvert County Government. All proposals received by the closing deadline shall be carefully evaluated for conformance with the requirements of this RFP. Selection of a Consultant shall be based upon both technical factors and price. The Calvert County Government reserves the right to request and conduct interviews. This request does not commit Calvert County Government to award a Contract. Contents of the proposal may become agreement obligations if an agreement ensues. Failure of the Consultant to honor these obligations may result in cancellation of the award.

9. CONFLICT OF INTEREST

- A. No officer or employee of Calvert County Government and no member of its governing body, and no other public official of the governing body of the locality or localities in which projects are situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of projects, during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Contract or the proceeds thereof.

- B. The Consultant covenants it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Consultant further covenants that in the performance of this Contract no person having such interest shall be employed.
- C. The Consultant shall identify any actual or potential conflicts of interest existing or which may arise if the Consultant is recommended for award and propose how such conflict(s) might be resolved.

10. RESERVATIONS

Calvert County Government reserves the right to request clarification of information submitted or to request additional information about any Consultant as it may reasonably require and may require interviews.

11. WAIVERS

The failure of the parties to enforce, at any time, the provisions of this Contract or to exercise any option which may be provided herein, shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this Contract or any part thereof or the right of the parties to enforce thereafter each and every provision.

12. AVAILABILITY OF DATA

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control which is reasonably necessary to the performance of the service required under the Contract.

13. CALVERT COUNTY GOVERNMENT FURNISHED DATA

All information, data, reports, records, etc. existing and identified by the Consultant and available to Calvert County Government without significant cost, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge by Calvert County Government. Calvert County Government shall cooperate with the Consultant in every way possible in the carrying out planning of work, provided, however, that the needs of the Consultant for such support are made known to Calvert County Government.

14. DATA RELEASE

The Consultant shall not release information or any reports or other material pertaining to this Contract without the prior express written consent of Calvert County Government except to comply with appropriate state and federal requirements; and in such instances shall consult with Calvert County Government prior to so doing. Further, materials approved for release by the Consultant shall not be distributed for profit.

The type and quantity of data to be provided by the Consultant as the product of this effort is defined in the incorporated proposal, and Calvert County Government reserves the right to use, duplicate, and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so.

The Consultant may publish information pertaining only to its service under this Contract, but shall not release copies of its documentation or final reports to any other parties without the prior written approval of Calvert County Government.

15. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports shall be retained, at the Consultant's expense, for a minimum of three (3) years, unless the Consultant is notified in writing by Calvert County Government of the need to extend the retention period.

In addition, the Consultant shall respond to reasonable inquiries of any successor consultants and allow successor consultants to review working papers relating to matters of continuing service significance.

16. REVOCATIONS, CANCELLATIONS, ASSIGNMENT, OR SUBSTITUTION

Calvert County Government and the Consultant, respectively bind themselves, their partners, successors, assignees, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. Neither Calvert County Government nor the Consultant shall assign, sublet or transfer any interest in this Contract without the prior written consent of the other. In the event that death or other cause necessitates substitution by Calvert County Government of another Consultant in place of the party hereto in order to complete the services called for in this Contract, the Procurement Officer shall determine the division of the fee between such substitute and the Consultant who is the party hereto. Calvert County Government, acting through the Procurement Office, may revoke or cancel this Contract at any time, with or without cause, provided it pay the Consultant the proportionate fee for services properly provided to that point in time.

**STATE OF MARYLAND
CALVERT COUNTY**

SUBCONTRACTOR'S AND SUPPLIER'S PARTIAL RELEASE AND WAIVER OF LIEN

TO: The Board of County Commissioners of Calvert County, Maryland
Attention: Procurement Office
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678

The undersigned being duly sworn, deposes and says that he/she is the _____
(Title)
of _____
(Company Name)

which is a Subcontractor/Supplier whom entered into a subcontract dated _____, with

(Consultant)

relating to the furnishing of materials, labor and/or equipment for work performed in accordance with Contract # _____ (hereinafter "Contract") for Board of County Commissioners of Calvert County, Maryland (hereinafter, "Calvert County Government").

Subcontractor/Supplier acknowledges the timely receipt of \$_____ in consideration of, and as partial payment, less retainage, if applicable, for any and all labor, services, supplies, materials, equipment, or other work furnished by the subcontractor/supplier up to _____ the date of _____ on the above-described premises, improvements in with the subcontract/purchase order and related extra work or change orders thereto.

Subcontractor/Supplier certifies that the above sum does not include any consideration or payments for work or debt incurred on any other premises, improvements or contract, or any consideration for payment or antecedent debts of any kind to any company or individual. Subcontractor/Supplier further certifies in consideration and receipt of payment of the above sum for work performed through the indicated period, that Subcontractor/Supplier hereby waives, remises, releases and forever discharges Calvert County Government from any and all rights, demands, claims, liens or rights to lien of whatsoever nature or character which said Subcontractor/Supplier now has or ever had against Calvert County Government and their successor and assigns, which have arisen or may arise out of or incidental to work undertaken or done under or in connection with the Subcontract/Purchase Order and related extra work or change orders thereto, up to the date of _____. No action or inaction by Calvert County Government subsequent to the date this Partial Release and Waiver of Lien is executed shall void or diminish the effect of this release.

Subcontractor further certifies that all charges for labor, materials, supplies, equipment, lands, licenses, laborers, mechanics, suppliers, subcontractors or others, or other expenses for which Calvert County Government might be sued or for which a lien might be filed, have been fully satisfied and paid, and in consideration of payment hereunder hereby waives, for itself, its subcontractors, materialmen, successors and assigns, all claim and lien rights arising out of performance of the Subcontract/Purchase Order and related extra work or change orders thereto during the indicated period. Subcontractor/Supplier certifies that no laborers, mechanics, suppliers, materialmen or subcontractors, this Subcontractor/Supplier, or others, are or shall be entitled to assert any rights, demands, claims, liens or

rights to lien against the above described premises, improvements, contract, Calvert County Government on the above-described Contract and related extra work or change orders thereto.

Subcontractor/Supplier hereby specifically agrees that it shall defend, indemnify and save harmless Calvert County Government from and against all liens, suits, actions, claims or demands of the above described laborers, mechanics, materialmen, suppliers, subcontractors, this Subcontractor/Supplier, or others, filed against Calvert County Government of the building, structures, additions or improvements constructed under the above described Contract or arising out of the Subcontractor's or Supplier's work or any extra work or change orders thereto through the indicated period. Subcontractor/Supplier specifically agrees that it shall pay to Calvert County Government all costs, including reasonable attorney's fees, incurred because or in defense of any such suits, actions claims or demands.

Subcontractor/Supplier further certifies that he is complying with all laws, regulations and agreements governing the withholding and paying of employment taxes, union dues or other union requirements, and any other obligations related to employment of laborers by him, and any other federal, state or local taxes or fees incurred by him in the course of his business, and further, that no chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed for or in connection with any material, appliances, machinery, fixtures or furnishings placed upon or installed in the aforesaid premises.

IN WITNESS WHEREOF, the Subcontractor/Supplier has executed this receipt, Partial Release and Waiver of Lien this _____ day of _____, _____.

BY: _____

TITLE: _____

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20__.

(NOTARY PUBLIC SIGNATURE AND SEAL)

My commission expires _____

**STATE OF MARYLAND
CALVERT COUNTY**

SUBCONTRACTOR'S AND SUPPLIER'S FINAL RELEASE AND WAIVER OF LIEN

TO: The Board of County Commissioners of Calvert County, Maryland
Attention: Procurement Office
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678

The undersigned being duly sworn, deposes and says that he/she is the _____
(Title)
of _____
(Company Name)

which is a Subcontractor/Supplier whom entered into a subcontract dated _____,
with _____
(Consultant)

relating to the furnishing of materials, labor and/or equipment for work performed in accordance with Contract # _____ (hereinafter "Contract") for Board of County Commissioners of Calvert County, Maryland (hereinafter, "Calvert County Government")

Subcontractor/Supplier hereby waives, remises, releases and forever discharges Calvert County Government from any and all rights, demands, claims, liens or rights to lien of whatsoever nature of character which said Subcontractor/Supplier now has or ever had against Calvert County Government and their successor and assigns, which has arisen or may arise out of or incidental to the work undertaken during the performance of referenced Contract and done under or in connection with the Subcontract/Purchase Order and related extra work or change orders thereto.

Subcontractor/Supplier further certifies that all charges for labor, materials, supplies, equipment, lands, licenses, laborers, mechanics, suppliers, materialmen or Subcontractors, or others, or expenses for which Calvert County Government might be sued or for which a lien might be filed, have been fully satisfied and paid, and hereby waives, for itself, its Subcontractors, materialmen, successors and assigns all lien rights arising out of performance of the Subcontract/Purchase Order and related extra work or change orders thereto.

Subcontractor/Supplier hereby specifically agrees that it shall defend and save harmless Calvert County Government from and against all suits, actions, claims or demands of the above described laborers, mechanics, materialmen, suppliers, Subcontractors or others, filed against Calvert County Government of the building, structure, additions or improvements constructed under the above described Contract or arising out of the Subcontractor's or Supplier's work and any extra work or change orders thereto. Subcontractor/Supplier specifically agrees that it shall pay to Calvert County Government all costs, including reasonable attorney's fees incurred because, or in defense of, any such suits, actions, claim or demands.

Subcontractor/Supplier further certifies that he is complying with all laws, regulations, and agreements governing the withholding and paying of employment taxes, union dues or other union requirements, and any other obligations related to employment of laborers by him, and any

other business and further, that no chattel mortgage, conditional Bill of Sale or Retention of Title Agreement has been given or executed for any material, appliances, machinery, fixtures or furnishings placed upon installed in accordance with aforesaid Contract.

Subcontractor/Supplier acknowledges that nothing herein or in any related documents shall be deemed to have caused to waive any rights of Calvert County Government under the prime Consultant the Subcontract/Purchase Order, including without limitation all warranties, guarantees or other remedy provided by law by the manufacturer or required by the aforementioned document(s).

IN WITNESS WHEREOF, the Subcontractor/Supplier has executed this receipt, Final Release and Waiver of Lien this _____ day of _____, _____.

BY: _____

TITLE: _____

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20__.

(NOTARY PUBLIC SIGNATURE AND SEAL)

My commission expires _____

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the _____
(Title)

and the duly authorized representative of the company of _____

Whose address is _____ AND

THAT NEITHER I nor, to the best of my knowledge, information and belief, the above company nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offer or herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the Board of County Commissioners of Calvert County, Maryland, and administrative or supervisory personnel or other employees of the Board of County Commissioners of Calvert County have any interest in the bidding company except as follows: (complete if applicable)

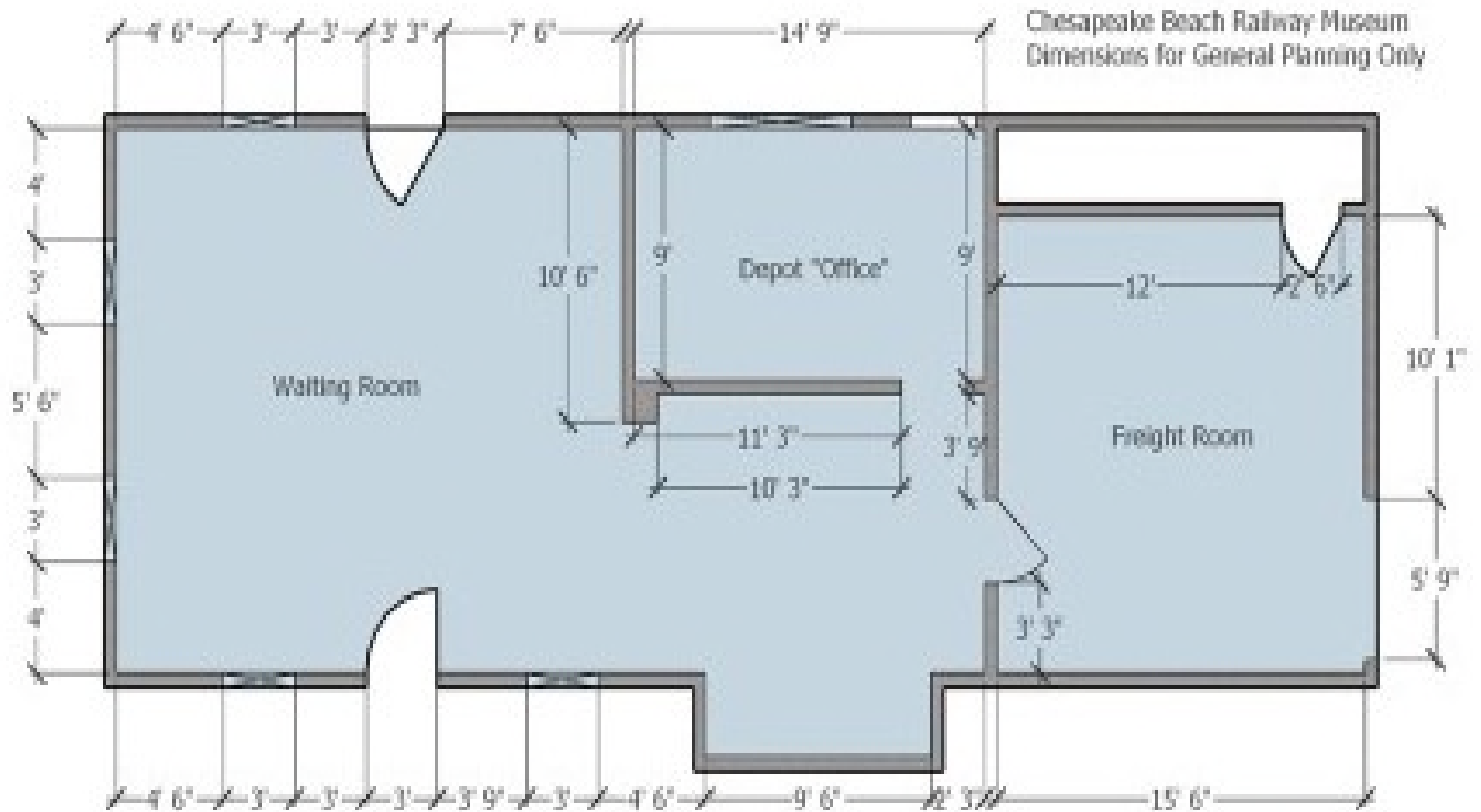
I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

Authorized Signature

Date

Printed or Typed Name

ATTACHMENT A
BUILDING LAYOUT AND DIMENSIONS



AGREEMENT

This Agreement made this day of in the year , by and between

hereinafter called the Consultant, and the Board of County Commissioners of Calvert County.

WHEREAS, the contract for **RFP 2020-074**
Core Exhibit
Chesapeake Beach Railway Museum

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

NOTICE TO CONSULTANTS
PRICE PROPOSAL
GENERAL TERMS AND CONDITIONS
SPECIFICATIONS
NON-COLLUSION CERTIFICATE
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID
CONSULTANT'S TECHNICAL PROPOSAL
ATTACHMENT A – BUILDING LAYOUT AND DIMENSIONS
AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Consultant by the Board of County Commissioners of Calvert County at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Consultant and the Board of County Commissioners of Calvert County evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Consultant does hereby covenant and agree with the Board of County Commissioners of Calvert County that he shall well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and shall well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Board of County Commissioners of Calvert County does hereby covenant and agree with the Consultant that it shall pay to the Consultant when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it shall well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said
and the Board of County Commissioners of Calvert County has caused these presents to be signed by
their respective responsible officers.

CONSULTANT NAME

AUTHORIZED CONTRACT
REPRESENTATIVE

SIGNATURE

TITLE

WITNESS _____

BOARD OF COUNTY COMMISSIONERS
OF CALVERT COUNTY _____(SEAL)

WITNESS _____

APPROVED FOR LEGAL
SUFFICIENCY ON _____
BY:

CALVERT COUNTY GOVERNMENT ATTORNEY